

AG Contract No. KR94 2907TRN  
ECS File: JPA 94-226  
Project No.: BR-984(66)P  
TRACS No.: SB358 24D  
Section: Bridge Scour Evaluation  
and Analysis

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
NAVAJO COUNTY, ARIZONA

THIS AGREEMENT is entered into 5 JANUARY, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and NAVAJO COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

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Secretary of State 2:10 pm

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$ 36,000.00
Federal Aid Funds @ 80%	\$ 28,800.00
County Funds @ 20%	\$ 7,200.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

Navajo County  
County Manager  
Box 668  
Holbrook, AZ 86025

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NAVAJO COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By *Marlin F. Gillespie*  
MARLIN GILLESPIE  
Chairman  
Board of Supervisors

By *Peter L. Eno*  
PETER L. ENO  
Contract Administrator

ATTEST:

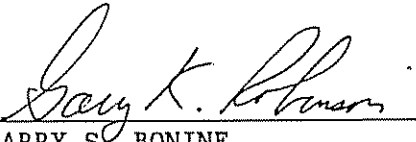
By *Julia A. Clark*  
Julia A. Clark, Deputy  
Clerk of the Board

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RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Navajo County for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for:   
LARRY S. BONINE  
Director

District I  
**PERCY DEAL**  
P.O. Box 365  
Oraibi, AZ 86039  
Phone 524-6161 ext. 621

District II  
**JESSE THOMPSON**  
P.O. Box 504  
Kykotsmovi, AZ 86039  
Phone 657-3655

District III  
**MARLIN F. GILLESPIE**  
216 Encanto Drive  
Holbrook, AZ 86025  
Phone 524-3041

District IV  
**PETE SHUMWAY**  
P.O. Box 161  
Taylor, AZ 85939  
Phone 536-4060

District V  
**LARRY A. LAYTON**  
HC62 Box 46188  
Pinetop, AZ 85935  
Phone 369-0712

## NAVAJO COUNTY BOARD OF SUPERVISORS

Governmental Complex  
P.O. Box 668 - 100 E. Carter Drive  
Holbrook, AZ 86025  
(602) 524-6161 Ext. 406 FAX (602) 524-3094

EDWARD J. KOURY  
County Manager

SHARON R. KEENE-WRIGHT  
Clerk of the Board

### RESOLUTION NO. 66-94

#### RESOLUTION OF THE BOARD OF SUPERVISORS AUTHORIZING THE CHAIRMAN SIGN THE INTERGOVERNMENTAL AGREEMENT JPA 94-266 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR A BRIDGE SCOUR EVALUATION AND ANALYSIS STUDY, BR-984(6)P

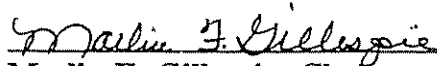
**WHEREAS**, the Arizona Department of Transportation (ADOT) is empowered to seek funds for bridges, from the Federal Highway Administration, on behalf of Navajo County, and

**WHEREAS**, Navajo County is interested in participating in the Bridge Scour Evaluation Program, as there are 15 bridges on County maintained roads that would be evaluated, and


**WHEREAS**, the Navajo County Board of Supervisors is prepared to pay its prorata share of the 20% of the Estimated Project to ADOT for project management, etc., for a total amount of \$7,200.00, in order that the project can go forward in a timely manner.

**NOW, THEREFORE, BE IT RESOLVED** that the Navajo County Board of Supervisors is empowered by ARS §11-251 to enter into this Agreement with the State of Arizona for Bridge Scour Evaluation and Analysis Study, BR-981(66)P, and authorizes the Chairman to sign said agreement.

**PASSED AND ADOPTED** this 19th day of December, 1994, by the Board of Supervisors of Navajo County, Arizona.

  
Marlin F. Gillespie, Chairman  
Navajo County Board of Supervisors

**ATTEST:**

  
Julia A. Clark  
Deputy Clerk of the Board

APPROVAL OF THE NAVAJO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and NAVAJO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 14th day of December, 1994.

Mar R. Raif  
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2907-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22th day of December, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
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